

LABOR AND INDUSTRIA  
RELATIONS LIBRARY

Michigan State University COLLECTIVE BARGAINING AGREEMENT  
PREAMBLE

*Bangor Twp.*

This agreement entered into and effective April 1, 1973, between the Township of Bangor, hereinafter called the "Township" and Local 1682 of the International Association of Fire Fighters, also known as the Bangor Township Fire Fighters Association, hereinafter called the "Union".

ARTICLE I

RECOGNITION

Section 1:1

Bargaining Unit: The Township recognizes the Union as the sole and exclusive collective bargaining agent in respect to rates of pay, wages, hours of employment and working conditions for the full paid Fire Fighters employed by the Township.

Section 1:2

Agency Shop: The Township agrees that all employees in the bargaining unit shall be members in good standing of the Union. Any member of the bargaining unit who is not a member of the Union on the date of execution of this agreement shall become a member of the Union 15 days after date of execution of this agreement. Any man who chooses not to become a member of the Union will pay equivalent sums to cover the Union services, as exclusive bargaining agent. Further, any employee hired after date of execution of this agreement shall become a member of the Union after a 90 day probationary period and pay equivalent sums to cover the Union services. Any member of the bargaining

*International Assn. of Fire Fighters-1-  
Pres., Local 1682  
3921 Wheeler Road  
Bay City, Michigan 48706*

unit who is not a member in good standing with the Union or any member who will not pay equivalent sums for the Union services, shall not be retained by the Township. This shall be a condition of employment.

Section 1:3

Dues: The Township shall deduct, as dues, from the pay of each employee the required amount for the payment of Union dues. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each shall be forwarded to the Union Treasurer within 10 days after such collections have been made.

Section 1:4

Bulletin Boards: The Union shall be provided suitable bulletin boards including at least one (1) at each station for the posting of Union notices or other materials; such boards shall be identified with the name of the Union, and the Union may designate persons responsible therefor.

Section 1:5

Continuation of Working Conditions: The Township agrees to maintain all present conditions of employment that are specifically accorded the employee, or were or are awarded to them by practice and custom, where said conditions relating to the vacations, wages, hours, and conditions of employment are now in effect by rule or custom or practice, except where said conditions as referred to are improved by this agreement and in such event, this agreement shall control.

## ARTICLE II

### HOURS OF WORK

#### Section 2:1

Fire Fighting Force -Twenty-four (24) Hour Personnel: The scheduled work day shall consist of Twenty-four (24) consecutive hours. The work week shall consist of fifty-six (56) hours under the three (3) platoon system. Starting time 8:00 A.M. to 8:00 A.M.

#### Section 2:2

Trading of Time by Employees: Trading of time shall be permissible with prior notice to the Chief or Ass't Chief or next officer in charge of the Department when the Chief or Ass't Chief are not available.

#### Section 2:3

Like Work Like Pay Provision: When an employee is assigned to higher classification by the employer, he shall be paid the rate of the higher classification. Like pay for like work shall be compensable for only the actual time on duty in the respective acting capacity. In the event of the trading of time no compensation shall be paid.

## ARTICLE III

### VACATIONS

#### Section 3:1

Fire Fighters shall receive vacation benefits as outlined below:

1. Men on Twenty-four (24) hour duty:

A. Vacation of four (4) twenty-four (24) hour work days to be taken after one (1) year service.

B. Vacation of seven (7) twenty-four (24) hour work days to be taken consecutively or separately after two (2) years service.

All vacation requests must be submitted to the Chief a minimum of three (3) calendar days prior to vacation day. All vacation requests must be approved by the Chief who shall have the sole responsibility for the vacation schedule.

#### Section 3:2

Longevity Vacation: After an employee has completed ten (10) full years of regular Township employment, he shall be entitled to one (1) additional twenty-four (24) hour work day of vacation beginning on his anniversary date and one (1) additional twenty-four (24) hour work day for each additional year of employment in excess of ten (10) years service, not to exceed five (5) twenty-four (24) hour work days.

#### Section 3:3

Pay For Unused Vacation: Employee shall be paid for unused vacation at the rate of one time the normal rate of pay.

### ARTICLE IV

#### HOLIDAYS

#### Section 4:1

Paid Holidays: The Township agrees to seven (7) paid Holidays at the rate of two (2) times the normal rate of pay for Fire Department employees working such holiday or one (1) twenty-four

(24) hour work day off, for each holiday worked, whichever the employee desires.

Section 4:2

Designated Holidays: The township agrees that New Years Day, Memorial Day, Veterans Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, shall be paid Holidays.

ARTICLE V

LEAVES OF ABSENCE

Section 5:1

Sick Leave: An employee shall be entitled to two (2) work days of paid sick leave per month of service beginning on his initial day of employment, to be accumulated, to a total of fifty (50) days. Doctor's certificate or other proof may be required by employer.

Section 5:2

Funeral Leave: Two (2) work days leave with pay, from notification of death through the day of burial, shall be granted to the employee in case of death of a member of his immediate family, and such additional travel time as is required to return to the Township. A member of the immediate family shall be defined as wife, husband, child, mother, father, brother, including mother and father-in-law, sister and brother-in-law, grandmother and grandfather and foster parents or legal guardian.

ARTICLE VI

INSURANCE

Section 6:1

Hospitalization: The Township will continue to provide Michigan Blue Cross and Blue Shield Hospitalization and Medical Care Insurance coverage and benefits for all full time Fire Fighters and their dependents.

Section 6:2

The Township shall furnish \$7,500 group life insurance with double accidental death and dismemberment for all full time firemen.

Section 6:3

The Township shall pay full premiums and absorb all future increases.

ARTICLE VII

OVERTIME

Section 7:1

Overtime shall be paid at the rate of one and one half ( $1\frac{1}{2}$ ) times the normal rate of pay and to be distributed evenly between the men. When overtime occurs on a Sunday or Holiday the rate shall be two (2) times the normal rate of pay.

Section 7:2

When overtime occurs, the regular Fire Fighters shall be asked to work first before calling upon volunteers.

Section 7:3

Call Back: When a Fire Fighter is called to a fire on his days off he shall be paid at the rate of \$4.50 per hour.

ARTICLE VIII

UNIFORMS AND EQUIPMENT

Section 8:1

Uniforms: The Township shall furnish five (5) permanent press work uniforms and one (1) winter coat. These will be replaced during the course of the year if damaged beyond repair or are no longer fit for presentable wear. After ninety (90) days satisfactory service the Township shall furnish each man with a dress uniform to consist of one (1) pair of trousers and uniform cap, one (1) shirt badge and one (1) hat badge. All uniforms must be made of blue cloth. All uniforms must be lapel style and the Chief's coat will be double breasted with gilt buttons. Ass't Chief's coat will be single breasted with gilt buttons. Captains and Lieutenant's coats will be single breasted with nickel buttons.

Section 8:2

Fire Fighting Equipment: The Township shall furnish fire fighting equipment to consist of helmet with liner, rubber insulated fire boots, rubber coats with liners and rubber insulated gloves.

Section 8:3

Replacement: Fire fighting equipment will be replaced when they are no longer fit or presentable for wear.

Section 8:4

Cleaning: The employee will be responsible for the care and cleaning of issued uniforms and fire fighting equipment.

Section 8:5

Fire Fighting equipment, dress uniforms and work uniforms will

be worn for Fire Department duty and functions only.

## ARTICLE IX

### DUTIES

#### Section 9:1

A separate set of duties shall be worked out between the Chief and the Union as it pertains to this section and submitted to the Township Board for approval before becoming part of this agreement and when agreed upon, shall be binding upon the parties to this agreement and shall be considered part of this agreement, together with any changes or amendments in said duties, as agreed upon between the Chief and the Union that may take place from time to time.

## ARTICLE X

### SENIORITY

#### Section 10:1

Seniority is hereby granted to all employees of the Township within the Bargaining Unit. Seniority in the case of the regularly employed Fire Fighters, is to be determined on the basis of the employees last date of hire, and shall not be affected by race, sex, martial status or dependents of the employee. There shall be no replacement of regularly employed workers by temporary employees, seasonal employees or persons on relief rolls.

#### Section 10:2

Seniority List: At the date of execution of the agreement, the Township will furnish to the Union a seniority list that is up-to-date, and which will show the individual employee's hiring



date, their name, and their seniority period. This roster shall be furnished during the term of this agreement. Said seniority list will be posted on bulletin boards provided by the Township in each station, so that each employee may know his seniority, and the Township will furnish the Union President the same list at the Union request. If the seniority date posted is not contested by either party within thirty (30) days, then said date of seniority is to be presumed conclusively correct (after posting).

Section 10:3

Loss of Seniority: An employee may lose his seniority for the following reasons only:

- A. He voluntarily quits Township employment.
- B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement, or by other provisions of this agreement he is discharged and said discharge is not reversed.
- C. If the employee retires.

ARTICLE XI

REPRIMANDS-DISCIPLINE-PUNISHMENT

Section 11:1

Discipline: No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for cause, and in no event until he and the Union shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed

within ten (10) days of the occurrence of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in this agreement, the burden shall be upon the Township to justify the action complained of.

Section 11:2

The Chief shall communicate all disciplinary orders to members of stations in writing.

Section 11:3

Punishment: Schedule of Penalties: A separate set of rules shall be worked out between the Chief and the Union as it pertains to this section, and when agreed upon, shall be binding upon the parties to this agreement. It is contemplated by the parties hereto that said rules, referred to above, may be changed and/or amended from time to time as agreed upon by both parties to this agreement, and when changed or amended, shall become part of this agreement, without reopening or renegotiating the agreement itself.

ARTICLE XII

GRIEVANCE AND PROCEDURES

Section 12:1

Should any difference, disputes or complaints arise as to the meaning or application of the provisions of this agreement, such differences shall be resolved in the following manner:  
Step 1 - An aggrieved employee, through the Union or the Union, in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to

the Chief of the Department within fifteen (15) days after the occurrence or omission giving rise to the grievance (or within fifteen (15) days after the Union receives notice thereof, if later.) The Chief shall reply in writing within fifteen (15) days thereafter. If no reply is received within the prescribed time limit, the matter shall be deemed to be settled in the Union or employee's favor.

Step 2 - If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the Township Supervisor within fifteen (15) days following the reply of the Chief. The Township Supervisor shall reply in writing fifteen (15) days thereafter. If no reply is received within the prescribed time limit, the matter shall be deemed to be settled in the Union or employee's favor.

Step 3 - If the matter is not satisfactorily resolved in the second step, the Union may appeal in writing to those persons collectively who comprise the Township Board, who, for the purposes of this step shall be deemed to be acting extra-legally of Act 336 as amended and its procedures. Such Union appeal shall be taken within fifteen (15) days following the reply of the Township Supervisor. The Board will reply in writing within fifteen (15) days. If no reply is received within the prescribed time limit, the matter shall be deemed to be settled in the Union or employee's favor.

Step 4 - If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually

extended), the Union shall request the State Labor Mediation Board to furnish a fact finder whose function it will be to study the case and make a decision and such decision shall be final.

Section 12:2

The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

Section 12:3

The Union shall have exclusive authority to initiate, prosecute and adjust grievances under this article.

ARTICLE XIII

PENSION BENEFITS

Section 13:1

The Township agrees to keep in force the present Pension Plan through Michigan Townships Association. The cost of such plan shall be five (5) percent of the employee's wages, to be paid by the employee through payroll deductions. The cost of the Pension Plan to the Township shall be five (5) percent of the employee's wages. Employee and employer contributions to be adjusted to current wage scales on December 1st each year according to Pension Plan requirements.

Section 13:2

Upon death or retirement the Township of Bangor has agreed to pay the employee for one-half ( $\frac{1}{2}$ ) of his accumulated sick days, to be payed at his present pay rate.

ARTICLE XIV

## WAGES

### Section 14:1

The Township agrees that in order to develop and maintain a good department there must be organization. This can only be achieved through a well-defined chain of command. The chain shall be as follows: Chief of Department, Ass't Chief, 1 Captain.

### Section 14:2

The Township agrees that the wage scale shall be as follows:

Assistant Chief shall be increased to \$10,116.78

Captain shall be paid \$9,869.70

Fire Fighters shall be paid \$9,622.72

The starting pay shall be increased to \$8,139.78 and shall be increased \$494.31 each six months until the base pay is reached.

Additional \$700.00 raise to become effective April 1, 1974.

### Section 14:3

Longevity Pay: The Township agrees to pay longevity pay based on the individuals wage. The rate shall be two (2) percent after five (5) years service, four (4) percent after ten (10) years service, six (6) percent after fifteen (15) years service and eight (8) percent after twenty (20) years service.

## ARTICLE XV

### GENERAL

### Section 15:1

This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the employees in the bargaining unit, and in the event that any provisions of this agreement shall at any time be held contrary to the law by a Court of

competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

#### ARTICLE XVI

##### DURATION

###### Section 16:1

This agreement shall be in effect the first day of April, 1973, and shall remain in force and effect to and including March 30, 1975 except Articles XIII, Section 13:1 (Pension Benefits) and Article XIV, Section 14:2 (Wages) which shall be reopened for negotiation not later than January 2, 1975 providing that this Township becomes a Charter Township, as agreed upon by both parties.

###### Section 16:2

The parties agree that, commencing not later than January 2, 1975, they will undertake negotiations for a new agreement for succeeding period.

###### Section 16:3

In the event that negotiations extend beyond the said expiration date of this agreement the terms and provisions of this agreement shall remain in full force and effect pending agreement upon new agreement. All provisions of the new agreement shall be retroactive to expiration date of present agreement.

#### ARTICLE XVII

##### MUTUAL AID PACT

Section 17:1

No employee shall be required to respond to any fire alarm or otherwise to another community under any 'mutual aid pact' or like agreement, between this municipality and such other community if such alarm or requested response is related to a labor dispute in such other community.

IN WITNESS WHEREOF, the parties have executed this agreement by  
their duly authorized representatives the day and year above written.  
TOWNSHIP OF BANGOR, MICHIGAN

BY Harold F. Beck

LOCAL NO. 1682 OF THE INTERNATIONAL  
ASSOCIATION OF THE FIRE FIGHTERS,  
ALSO KNOWN AS BANGOR TOWNSHIP FIRE  
FIGHTERS ASSOCIATION, AFL-CIO

BY Gary M. Nerga

DATED: 8-13-73  
AT BANGOR TOWNSHIP, BAY CITY, MICHIGAN

